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E.O. 11652: GDS

TAGS: IAEA, TECH, PARM, FR, KS

SUBJECT: FRANCE, IAEA/ROK TRILATERAL SAFEGUARDS AGREEMENT

REF: IAEA VIENNA 2263

SUMMARY: FOLLOWING IS TEXT OF DRAFT SUBJECT
AGREEMENT TO BE CONSIDERED BY IAEA BOARD OF GOVERNORS
IN SEPTEMBER. END SUMMARY.

QUOTE WHEREAS THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE
GOVERNMENT OF THE REPUBLIC OF KOREA HAVE MADE ARRANGEMENTS
FOR THE SUPPLY OF NUCLEAR MATERIAL, FACILITIES, EQUIPMENT,
OTHER MATERIAL AND SCIENTIFIC AND TECHNICAL INFORMATION FROM
THE FRENCH REPUBLIC TO THE REPUBLIC OF KOREA FOR THE PROMOTION
AND DEVELOPMENT OF THE PEACEFUL USES OF NUCLEAR ENERGY;

QUOTE WHEREAS THE INTERNATIONAL ATOMIC ENERGY AGENCY (HERE-
INAFTER REFERRED TO AS "THE AGENCY") IS AUTHORIZED BY ITS
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STATUTE TO APPLY SAFEGUARDS, AT THE REQUEST OF THE PARTIES,

TO ANY BILATERAL OR MULTILATERAL ARRANGEMENT;

QUOTE WHEREAS THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF KOREA HAVE REQUESTED THE AGENCY TO APPLY SAFEGUARDS WITH REGARD TO ALL ITEMS SUPPLIED BY THE FRENCH REPUBLIC TO THE REPUBLIC OF KOREA;

QUOTE WHEREAS THE BOARD OF GOVERNORS OF THE AGENCY (HEREIN-AFTER REFERRED TO AS "THE BOARD") HAS ACCEDDED TO THAT REQUEST ON

QUOTE NOW THEREFORE, THE AGENCY, THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF KOREA HERE AGREE AS FOLLOWS:

DEFINITIONS

QUOTE SECTION 1. FOR THE PURPOSE OF THIS AGREEMENT

(A) "INSPECTORS DOCUMENT" MEANS THE ANNEX TO AGENCY DOCUMENT GC(V)/INF/39;

(B) "NUCLEAR FACILITY" MEANS:

(I) A PRINCIPAL NUCLEAR FACILITY AS DEFINED IN PARAGRAPH 78 OF THE SAFEGUARDS DOCUMENT AS WELL AS A CRITICAL FACILITY OR A SEPARATE STORAGE INSTALLATION; OR

(II) ANY LOCATION WHERE NUCLEAR MATERIAL IN AMOUNTS GREATER THAN ONE EFFECTIVE KILOGRAM IS CUSTOMARILY USED;

(C) "NUCLEAR MATERIAL" MEANS ANY SOURCE OF SPECIAL FISSIONABLE MATERIAL AS DEFINED IN ARTICLE XX OF THE AGENCY'S STATUTE;

(D) "SAFEGUARDS DOCUMENT" MEANS AGENCY DOCUMENT INFCIRC/66/REV.2;

(E) "SPECIFIED EQUIPMENT" AND "SPECIFIED MATERIAL" MEANS ANY EQUIPMENT OR MATERIAL WHICH IS ESPECIALLY DESIGNED OR PREPARED FOR THE PROCESSING, USE OR PRODUCTION OF NUCLEAR MATERIAL. "SPECIFIED MATERIAL" INCLUDES DEUTERIUM, HEAVY WATER AND
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NUCLEAR GRADE GRAPHITE;

(F) "SPECIFIED INFORMATION" MEANS THE INFORMATION DESIGNATED AS SUCH BY THE GOVERNMENT OF THE FRENCH REPUBLIC ON THE DESIGN, CONSTRUCTION OR OPERATION OF NUCLEAR FACILITIES OR SPECIFIED EQUIPMENT OR ON THE PREPARATION, USE OR PROCESSING OF NUCLEAR MATERIAL OR SPECIFIED MATERIAL.

QUOTE UNDERTAKINGS BY THE GOVERNMENTS AND THE AGENCY

QUOTE SECTION 2. THE GOVERNMENT OF THE REPUBLIC OF KOREA UNDERTAKES THAT THE FOLLOWING ITEMS SHALL NOT BE USED FOR THE MANUFACTURE OF NUCLEAR WEAPONS OR TO FURTHER ANY OTHER MILITARY PURPOSE OR FOR THE MANUFACTURE OF ANY OTHER NUCLEAR EXPLOSIVE DEVICE:

(A) NUCLEAR MATERIAL AND FACILITIES, SPECIFIED EQUIPMENT AND MATERIAL SUPPLIED BY THE FRENCH REPUBLIC;

(B) NUCLEAR FACILITIES AND SPECIFIED EQUIPMENT WHICH ARE DESIGNED, CONSTRUCTED OR OPERATED ON THE BASIS OF OR BY THE USE OF SPECIFIED INFORMATION SUPPLIED BY THE FRENCH REPUBLIC;

(C) SPECIAL FISSIONABLE OR OTHER NUCLEAR MATERIAL, INCLUDING SUBSEQUENT GENERATIONS OF SPECIAL FISSIONABLE MATERIAL WHICH HAS BEEN PRODUCED, PROCESSED OR USED ON THE BASIS OF OR BY THE USE OF ANY ITEM REFERRED TO IN (A) AND (B) ABOVE OR ANY SPECIFIED INFORMATION SUPPLIED BY THE FRENCH REPUBLIC.

QUOTE SECTION 3. THE GOVERNMENT OF THE FRENCH REPUBLIC UNDERTAKES THAT ANY PRODUCED SPECIAL FISSIONABLE MATERIAL REFERRED TO IN SECTION 2 WHICH IS RETURNED TO THE FRENCH REPUBLIC SHALL NOT BE USED FOR THE MANUFACTURE OF NUCLEAR WEAPONS OR TO FURTHER ANY OTHER MILITARY PURPOSE OR FOR THE MANUFACTURE OF ANY OTHER NUCLEAR EXPLOSIVE DEVICE.

QUOTE SECTION 4. THE AGENCY UNDERTAKES TO APPLY ITS SAFEGUARDS SYSTEM TO THE ITEMS REFERRED TO IN SECTIONS 2 AND 3, SO AS TO ENSURE AS FAR AS IT IS ABLE, THAT THEY ARE NOT USED FOR THE MANUFACTURE OF NUCLEAR WEAPONS OR TO FURTHER ANY OTHER MILITARY PURPOSE OR FOR THE MANUFACTURE OF ANY OTHER NUCLEAR EXPLOSIVE DEVICE.

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PURPOSE OR FOR THE MANUFACTURE OF ANY OTHER NUCLEAR EXPLOSIVE DEVICE.

QUOTE SECTION 5. THE GOVERNMENT OF THE REPUBLIC OF KOREA AND THE GOVERNMENT OF THE FRENCH REPUBLIC UNDERTAKE TO FACILITATE THE APPLICATION OF SAFEGUARDS AND TO CO-OPERATE WITH THE AGENCY AND EACH OTHER TO THAT END.

QUOTE PART III

INVENTORIES AND NOTIFICATIONS

QUOTE SECTION 6.

(A) THE GOVERNMENT OF THE REPUBLIC OF KOREA AND THE GOVERNMENT

OF THE FRENCH REPUBLIC SHALL JOINTLY NOTIFY THE AGENCY FO:

(1) ANY TRANSFER FROM THE FRENCH REPUBLIC TO THE REPUBLIC OF KOREA OF NUCLEAR MATERIAL AND FACILITIES, SPECIFIED EQUIPMENT AND MATERIAL; AND

(2) ANY TRANSFER FROM THE REPUBLIC OF KOREA TO THE FRENCH REPUBLIC OF NUCLEAR MATERIAL AND FACILITIES, SPECIFIED EQUIPMENT AND MATERIAL LISTED IN THE MAIN PART OF THE INVENTORY FOR THE REPUBLIC OF KOREA, AS REFERRED TO IN

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SECTION 7(D).
(B) EITHER THE GOVERNMENT OF THE REPUBLIC OF KOREA OR THE GOVERNMENT OF THE FRENCH REPUBLIC, WHICHEVER IS CONCERNED, SHALL ALSO THEREAFTER NOTIFY THE AGENCY OF ANY OTHER NUCLEAR FACILITIES WHICH ARE REQUIRED TO BE LISTED IN AN INVENTORY IN ACCORDANCE WITH SECTION 7(B) OF (E).

(C) EITHER THE GOVERNMENT OF THE REPUBLIC OF KOREA OR THE GOVERNMENT OF THE FRENCH REPUBLIC, AFTER CONSULTATION WITH THE REPUBLIC OF KOREA, SHALL INFORM THE AGENCY OF ANY NUCLEAR FACILITIES AND SPECIFIED EQUIPMENT IN THE REPUBLIC OF KOREA WHICH ARE DESIGNED, CONSTRUCTED OR OPERATED ON THE BASIS OF OR BY THE USE OF SPECIFIED INFORMATION SUPPLIED BY THE FRENCH REPUBLIC.

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QUOTE SECTION 7. THE AGENCY SHALL ESTABLISH AND MAINTAIN AN INVENTORY WITH RESPECT TO EACH STATE, WHICH SHALL BE DIVIDED INTO THREE PARTS:

(A) THE MAIN PART OF THE INVENTORY WITH RESPECT TO THE REPUBLIC OF KOREA SHALL LIST:

(1) NUCLEAR FACILITIES, SPECIFIED EQUIPMENT AND MATERIAL SUPPLIED BY THE FRENCH REPUBLIC;

(2) NUCLEAR FACILITIES AND SPECIFIED EQUIPMENT IN KOREA WHICH ARE DESIGNED, CONSTRUCTED OR OPERATED ON THE BASIS OF OR BY THE USE OF SPECIFIED INFORMATION SUPPLIED BY THE FRENCH REPUBLIC;

(3) NUCLEAR MATERIAL SUPPLIED BY THE FRENCH REPUBLIC OR MATERIAL SUBSTITUTED THEREFOR IN ACCORDANCE WITH PARAGRAPH 25 OR 26(D) OF THE SAFEGUARDS DOCUMENT;

(4) SPECIAL FISSIONABLE MATERIAL PRODUCED IN THE REIBLIC OF KOREA, REFERRED TO IN SECTION 9, OR ANY MATERIAL SUBSTITUTED THEREFOR IN ACCORDANCE WITH PARAGRAPH 25 OR 26(D) OF THE SAFEGUARDS DOCUMENT; AND

(5) OTHER NUCLEAR MATERIAL WHICH IS PROCESSED OR USED IN OR IN CONNECTION WITH ANY OF THE ITEMS LISTED ABOVE, OR ANY NUCLEAR MATERIAL SUBSTITUTED THEREFOR IN ACCORDANCE WITH PARAGRAPH 25 OR 26(D) OF THE SAFEGUARDS DOCUMENT.

(B) THE SUBSIDIARY PART OF THE INVENTORY WITH RESPECT TO THE REPUBLIC OF KOREA SHALL LIST:

(1) ANY NUCLEAR FACILITY WHILE IT CONTAINS ANY

SPECIFIED EQUIPMENT OR MATERIAL LISTED IN
THE MAIN PART OF THE INVENTORY FOR THE
REPUBLIC OF KOREA; AND
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(2) ANY NUCLEAR FACILITY WHILE IT CONTAINS, USES,
FABRICATES OR PROCESSES ANY NUCLEAR MATERIAL
LISTED IN THE MAIN PART OF THE INVENTORY
OF THE REPUBLIC OF KOREA.

(C) THE INACTIVE PART OF THE INVENTORY WITH RESPECT
TO THE REPUBLIC OF KOREA SHALL LIST ANY NUCLEAR
MATERIAL WHICH WOULD NORMALLY BE LISTED IN THE
MAIN PART OF THE INVENTORY FOR THE REPUBLIC OF
KOREA BUT WHICH IS NOT SO LISTED BECAUSE:

(1) IT IS EXEMPT FROM SAFEGUARDS IN ACCORDANCE
WITH THE PROVISIONS OF PARAGRAPH 21, 22 OR
23 OF THE SAFEGUARDS DOCUMENT; OR

(2) SAFEGUARDS THEREON ARE SUSPENDED IN
ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH
24 OR 25 OF THE SAFEGUARDS DOCUMENT.

(D) THE MAIN PART OF THE INVENTORY WITH RESPECT TO
THE FRENCH REPUBLIC SHALL LIST:

(1) SPECIAL FISSIONABLE MATERIAL PRODUCED IN THE
REPUBLIC OF KOREA AND TRANSFERRED TO FRANCE
OR MATERIAL SUBSTITUTED THEREFOR IN ACCORD-
ANCE WITH PARAGRAPH 25 OR 26(D) OF THE
SAFEGUARDS DOCUMENT; AND

(2) SPECIAL FISSIONABLE MATERIAL PRODUCED IN
FRANCE UNDER THIS AGREEMENT AND AS DES-
CRIBED IN SECTION 9, OR ANY MATERIAL
SUBSTITUTED THEREFOR IN ACCORDANCE WITH
PARAGRAPH 25 OR 26(D) OF THE SAFEGUARDS
DOCUMENT.

(E) THE SUBSIDIARY PART OF THE INVENTORY WITH
RESPECT TO THE FRENCH REPUBLIC SHALL LIST ANY
NUCLEAR FACILITY WHILE IT IS CONTAINING, USING,
FABRICATING OR PROCESSING ANY NUCLEAR MATERIAL
LISTED IN THE MAIN PART OF THE INVENTORY FOR
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THE FRENCH REPUBLIC.

(F) THE INACTIVE PART OF THE INVENTORY WITH
RESPECT TO THE FRENCH REPUBLIC SHALL LIST ANY
NUCLEAR MATERIAL WHICH WOULD NORMALLY BE LISTED
IN THE MAIN PART OF THE INVENTORY FOR THE FRENCH
REPUBLIC BUT WHICH IS NOT SO LISTED BECAUSE:

(1) IT IS EXEMPT FROM SAFEGUARDS IN ACCORDANCE
WITH THE PROVISIONS OF PARAGRAPH 21, 22 OR
23 OF THE SAFEGUARDS DOCUMENT; OR

(2) SAFEGUARDS THEREON ARE SUSPENDED IN
ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH
24 OR 25 OF THE SAFEGUARDS DOCUMENT.

QUOTE THE AGENCY SHALL SEND COPIES OF BOTH INVENTORIES
TO BOTH GOVERNMENTS EVERY TWELVE MONTHS AND ALSO AT ANY
OTHER TIMES SPECIFIED BY EITHER GOVERNMENT IN A REQUEST

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COMMUNICATED TO THE AGENCY AT LEAST TWO WEEKS IN ADVANCE.

QUOTE SECTION 8. THE NOTIFICATION BY THE TWO GOVERNMENTS PROVIDED FOR IN SECTION 6(A) SHALL NORMALLY BE SENT TO THE AGENCY NOT MORE THAN TWO WEEKS AFTER THE NUCLEAR FACILITY OR MATERIAL, SPECIFIED EQUIPMENT OR MATERIAL ARRIVES IN THE REPUBLIC OF KOREA OR THE FRENCH REPUBLIC RESPECTIVELY, EXCEPT THAT SHIPMENTS OF SOURCE MATERIAL IN QUANTITIES NOT EXCEEDING ONE METRIC TON SHALL NOT BE SUBJECT TO THE TWO-WEEK NOTIFICATION REQUIREMENT BUT SHALL BE REPORTED TO THE AGENCY AT INTERVALS NOT EXCEEDING THREE MONTHS. THE NOTIFICATION PROVIDED FOR IN SECTION 6(C) SHALL NORMALLY BE MADE AT AS EARLY A STAGE AS POSSIBLE. ALL NOTIFICATIONS UNDER SECTION 6 SHALL INCLUDE, TO THE EXTENT RELEVANT, THE NUCLEAR AND CHEMICAL COMPOSITION, THE PHYSICAL FORM, AND THE QUANTITY OF THE MATERIAL AND/OR THE TYPE AND CAPACITY OF THE SPECIFIED EQUIPMENT, OR NUCLEAR FACILITY INVOLVED, THE DATE OF SHIPMENT, THE DATE OF RECEIPT, THE IDENTITY OF THE CONSIGNOR AND CONSIGNEE, AND ANY OTHER RELEVANT INFORMATION. THE TWO GOVERNMENTS ALSO UNDERTAKE TO GIVE CONFIDENTIAL

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THE AGENCY AS MUCH ADVANCE NOTICE AS POSSIBLE OF THE TRANSFER OF LARGE QUANTITIES OF NUCLEAR MATERIAL, NUCLEAR FACILITIES OR SPECIFIED EQUIPMENT.

QUOTE SECTION 9. EACH GOVERNMENT SHALL NOTIFY THE AGENCY, BY MEANS OF ITS REPORTS PURSUANT TO THE SAFEGUARDS DOCUMENT, OF ANY SPECIAL FISSIONABLE MATERIAL IT HAS PRODUCED, DURING THE PERIOD COVERED BY THE REPORT, IN OR BY THE USE OF ANY OF THE ITEMS DESCRIBED IN SECTION 7(A), 7(B)(1) OR 7(D). UPON RECEIPT BY THE AGENCY OF THE NOTIFICATION, SUCH PRODUCED MATERIAL SHALL BE LISTED IN THE MAIN PART OF THE INVENTORY, PROVIDED THAT ANY MATERIAL SO PRODUCED SHALL BE DEEMED TO BE LISTED FROM THE TIME IT IS PRODUCED. THE AGENCY MAY VERIFY THE CALCULATIONS OF THE AMOUNTS OF SUCH MATERIAL; APPROPRIATE ADJUSTMENT IN THE INVENTORY SHALL BE MADE BY AGREEMENT OF THE AGENCY AND THE GOVERNMENT CONCERNED; PENDING FINAL AGREEMENT OF THE AGENCY AND THE GOVERNMENT CONCERNED, THE AGENCY'S CALCULATIONS SHALL BE USED.

QUOTE SECTION 10. THE GOVERNMENT OF THE REPUBLIC OF KOREA SHALL NOTIFY THE AGENCY, BY MEANS OF ITS REPORTS PURSUANT TO THE SAFEGUARDS DOCUMENT, OF ANY NUCLEAR MATERIAL REQUIRED TO BE LISTED IN THE MAIN PART OF ITS INVENTORY PURSUANT TO SECTION 7(A)(5). UPON RECEIPT BY THE AGENCY OF THE NOTIFICATION, SUCH NUCLEAR MATERIAL SHALL BE LISTED IN THE MAIN PART OF THE INVENTORY, PROVIDED THAT ANY MATERIAL SO PROCESSED OR USED SHALL BE DEEMED TO BE LISTED FROM THE TIME IT IS PROCESSED OR USED.

QUOTE SECTION 11. WHEN ANY ITEM LISTED IN THE MAIN PART OF THE INVENTORY FOR THE REPUBLIC OF KOREA IS TRANSFERRED TO THE FRENCH REPUBLIC THE FOLLOWING CHANGE SHALL BE MADE IN THE INVENTORIES UPON RECEIPT OF THE ITEM IN THE FRENCH REPUBLIC:

(A) SPECIAL FISSIONABLE MATERIAL DESCRIBED IN SECTION 7(A)(4) SHALL BE TRANSFERRED FROM THE INVENTORY FOR THE REPUBLIC OF KOREA TO THE MAIN PART OF THE INVENTORY FOR THE FRENCH REPUBLIC;

(B) OTHER ITEMS SHALL BE DELETED FROM THE INVENTORY FOR THE REPUBLIC OF KOREA.

QUOTE SECTION 12. THE TWO GOVERNMENTS SHALL JOINTLY NOTIFY THE AGENCY OF ANY TRANSFER OF ANY ITEM LISTED IN THE MAIN PART
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OF THE INVENTORY TO A RECIPIENT WHICH IS NOT UNDER THE JURISDICTION OF EITHER OF THE TWO GOVERNMENTS. SUCH ITEM MAY BE TRANSFERRED AND SHALL THEREUPON BE DELETED FROM THE INVENTORY, PROVIDED THAT ARRANGEMENTS HAVE BEEN MADE BY THE AGENCY TO SAFEGUARD SUCH ITEM.

QUOTE SECTION 13. WHENEVER EITHER GOVERNMENT INTENDS TO TRANSFER NUCLEAR MATERIAL OR SPECIFIED EQUIPMENT AND MATERIAL LISTED IN THE MAIN PART OF ITS INVENTORY, TO A NUCLEAR FACILITY WITHIN ITS JURISDICTION WHICH IS NOT YET LISTED IN THAT GOVERNMENT'S INVENTORY, ANY NOTIFICATION THAT WILL BE REQUIRED PURSUANT TO SECTION 6(B) SHALL BE MADE TO THE AGENCY BEFORE SUCH TRANSFER IS EFFECTED. THE GOVERNMENT MAY MAKE THE TRANSFER TO THAT NUCLEAR FACILITY ONLY AFTER THE AGENCY HAS CONFIRMED THAT IT HAS MADE ARRANGEMENTS TO SAFEGUARD THE ITEMS IN QUESTION.

QUOTE SECTION 14. THE NOTIFICATIONS PROVIDED FOR IN SECTION 12 AND 13 SHALL BE SENT TO THE AGENCY SUFFICIENTLY IN ADVANCE SO AS TO ENABLE THE AGENCY TO MAKE ANY ARRANGEMENTS REQUIRED BY THESE SECTIONS BEFORE THE TRANSFER IS EFFECTED. THE AGENCY SHALL TAKE ANY NECESSARY ACTION PROMPTLY. THE CONTENTS OF THESE NOTIFICATIONS SHALL CONFORM, AS FAR AS APPROPRIATE, TO THE REQUIREMENTS OF SECTION 8.

QUOTE SECTION 15. THE AGENCY SHALL EXCEPT FROM SAFEGUARDS NUCLEAR MATERIAL UNDER THE CONDITIONS SPECIFIED IN PARAGRAPH 21, 22 OR 23 OF THE SAFEGUARDS DOCUMENT AND SHALL SUSPEND SAFEGUARDS WITH RESPECT TO NUCLEAR MATERIAL UNDER THE CONDITIONS SPECIFIED IN PARAGRAPH 24 OR 25 OF THE SAFEGUARDS DOCUMENT. THE TWO GOVERNMENTS AND THE AGENCY SHALL AGREE ON THE CONDITIONS FOR EXEMPTION OR SUSPENSION OF SAFEGUARDS ON OTHER ITEMS.

QUOTE SECTION 16. NUCLEAR MATERIAL SHALL BE DELETED FROM THE

INVENTORY AND AGENCY SAFEGUARDS THEREON SHALL BE TRMINATED AS
PROVIDED IN PARAGRAPHS 26 AND 27 OF THE SAFEGUARDS DOCUMENT.
NUCLEAR FACILITIES, SPECIFIED EQUIPMENT AND MATERIAL LISTED
IN THE MAIN PART OF THE INVENTORY SHALL BE DELETED FROM THE
INVENTORY AND AGENCY SAFEGUARDS THEREON SHALL BE TERMINATED,
WHEN AND AS THE AGENCY DETERMINES THAT SUCH NUCLEAR FACILITIES,
SPECIFIED EQUIPMENT OR MATERIAL HAVE BEEN CONSUMED, ARE NO
LONGER
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USABLE FOR ANY NUCLEAR ACTIVITY RELEVANT FROM THE POINT
OF VIEW OF SAFEGUARDS OR HAVE BECOME PRACTICABLY
IRRECOVERABLE. THE AGENCY SHALL ALSO TERMINATE SAFEJN
GUARDS UNDER THIS AGREEMENT WITH RESPECT TO THOSE ITEMS
DELETED FROM AN INVENTORY AS PROVIDED IN SECTIONS 11(B)

AND 12.

QUOTE SAFEGUARDS PROCEDURES

QUOTE SECTION 17. IN APPLYING SAFEGUARDS, THE AGENCY SHALL OBSERVE THE PRINCIPLES SET FORTH IN PARAGRAPHS 9 THROUGH 14 OF THE SAFEGUARDS DOCUMENT.

QUOTE SECTION 18. THE SAFEGUARDS PROCEDURES TO BE APPLIED BY THE DTENCY TO THE ITEMS LISTED IN THE INVENTORIES ARE THOSE SPECIFIED IN THE SAFEGUARDS DOCUMENT AS WELL AS SUCH ADDITIONAL PROCEDURES AS RESULT FROM TECHNOLOGICAL DEVELOPMENTS, INCLUDING CONTAINMENT AND SURVEILLANCE MEASURES, AS MAY BE AGREED BETWEEN THE AGENCY
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AND THE GOVERNMENT CONCERNED. THE AGENCY SHALL MAKE SUBSIDIARY ARRANGEMENTS WITH EACH GOVERNMENT CONCERNING THE IMPLEMENTATION OF SAFEGUARDS PROCEDURES WHICH SHALL INCLUDE ANY NECESSARY ARRANGEMENTS FOR THE SPPLICATION OF SAFEGUARDS TO SPECIFIED EQUIPMENT AND MATERIAL. THE AGENCY SHALL HAVE THE RIGHT TO REQUEST THE INFORMATION REFERRED TO IN PARAGRAPH 41 OF THE SAFEGUARDS DOCUMENT AND TO MAKE THE INSPECTIONS REFERRED TO IN PARAGRAPHS 51 AND 52 OF THE SAFEGUARDS DOCUMENT.

QUOTE SECTION 19. IF THE BOARD DETERMINES THAT THERE HAS BEEN ANY NON-COMPLIANCE WITH THIS AGREEMENT, THE BOARD SHALL CALL UPON THE GOVERNMENT CONCERNED TO REMEDY SUCH NON-COMPLIANCE FORTHWITH, AND SHALL MAKE SUCH REPORTS AS IT DEEMS APPROPRIATE, THE AGENCY SHALL PROMPTLY NOTIFY BOTH GOVERNMENTS IN THE EVENT OF ANY DETERMINATION BY THE BOARD PURSUANT TO THIS SECTION.

QUOTE AGENCY INSPECTORS

QUOTE SECTION 20. AGENCY INSPECTORS PERFORMING FUNCTIONS PURSUANT TO THIS AGREEMENT SHALL BE GOVERNED BY PARAGRAPHS 1 THROUGH 7 AND 9, 10, 12 AND 14 OF THE INSPECTORS DOCUMENT. HOWEVER, PARAGRAPH 4 OF THE INSPECTORS DOCUMENT SHALL NOT APPLY WITH REGARD TO ANY NUCLEAR FACILITY OR TO NUCLEAR MATERIAL TO WHICH THE AGENCY HAS ACCESS AT ALL TIME. THE ACTUAL PROCEDURES TO IMPLEMENT PARAGRAPH 50 OF THE SAFEGUARDS DOCUMENT IN THE FRENCH REPUBLIC AND IN THE REPUBLIC OF KOREA SHALL BE AGREED BETWEEN THE AGENCY AND THE GOVERNMENT CONCERNED BEFORE THE NUCLEAR FACILITY OR MATERIAL IS LISTED IN THE INVENTORY.

QUOTE SECTION 21. THE GOVERNMENTS OF THE REPUBLIC

OF KOREA AND OF THE FRENCH REPUBLIC SHALL APPLY THE RELEVANT PROVISIONS OF THE AGREEMENT ON THE PRIVILEGES AND IMMUNITIES OF THE AGENCY TO THE AGENCY INSPECTORS PERFORMING FUNCTIONS UNDER THIS AGREEMENT AND TO ANY PROPERTY OF THE AGENCY USED BY THEM.

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QUOTE SECTION 22. EACH PARTY SHALL BEAR ANY EXPENSE INCURRED IN THE IMPLEMENTATION OF ITS RESPONSIBILITIES UNDER THIS AGREEMENT. THE AGENCY SHALL REIMBURSE EACH GOVERNMENT FOR ANY SPECIAL EXPENSES, INCLUDING THOSE REFERRED TO IN PARAGRAPH 6 OF THE INSPECTORS DOCUMENT, INCURRED BY THE GOVERNMENT OR PERSONS UNDER ITS JURISDICTION AT THE WRITTEN REQUEST OF THE AGENCY, IF THE GOVERNMENT NOTIFIED THE AGENCY BEFORE THE EXPENSE WAS INCURRED THAT REIMBURSEMENT WOULD BE REQUIRED. THESE PROVISIONS SHALL NOT PREJUDICE THE ALLOCATION OF EXPENSES ATTRIBUTABLE TO A FAILURE BY A PARTY TO COMPLY WITH THIS AGREEMENT.

QUOTE SECTION 23.

(A) THE GOVERNMENT OF THE REPUBLIC OF KOREA SHALL ENSURE THAT ANY PROTECTION AGAINST THIRD-PARTY LIABILITY, INCLUDING ANY INSURANCE OR OTHER FINANCIAL SECURITY, IN RESPECT OF A NUCLEAR INCIDENT OCCURRING IN A NUCLEAR INSTALLATION UNDER ITS JURISDICTION SHALL APPLY TO THE AGENCY AND ITS INSPECTORS WHEN CARRYING OUT THEIR FUNCTIONS UNDER THIS AGREEMENT AS THAT PROTECTION APPLIES TO NATIONALS OF THE REPUBLIC OF KOREA.

(B) THE GOVERNMENT OF THE FRENCH REPUBLIC SHALL ENSURE THAT ANY PROTECTION AGAINST THIRD-PARTY LIABILITY, INCLUDING ANY INSURANCE OR OTHER FINANCIAL SECURITY, IN RESPECT OF A NUCLEAR INCIDENT OCCURRING IN A NUCLEAR INSTALLATION UNDER ITS JURISDICTION SHALL APPLY TO THE AGENCY AND ITS INSPECTORS WHEN CARRYING OUT THEIR FUNCTIONS UNDER THIS AGREEMENT AS THAT PROTECTION APPLIES TO NATIONALS OF THE FRENCH REPUBLIC.

QUOTE SETTLEMENT OF DISPUTS

QUOTE SECTION 24. ANY DISPUTE ARISING OUT OF THE

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INTERPRETATION OR APPLICATION OF THIS AGREEMENT WHICH
IS NOT SETTLED BY NEOGITATION OR AS MAY OTHERWISE BE
AGREED BY THE PARTIES CONCERNED SHALL ON THE REQUEST OF
ANY PARTY BE SUBMITTED TO AN ARBITRAL TRIBUNAL COMPOSED
AS FOLLOWS:

(A) IF THE DISPUTE INVOLVES ONLY TWO OF THE PARTIES
TO THIS AGREEMENT, ALL THREE PARTIES AGREEING
THAT THE THIRD IS NOT CONCERNED, THE TWO
PARTIES INVOLVED SHALL EACH DESIGNATE ONE
ARBITRATOR, AND THE TWO ARBITRATORS SO
DESIGNATED SHALL ELECT A THIRD, WHO SHALL BE
THE CHAIRMAN. IF WITHIN THIRTY DAYS OF THE
REQUEST FOR ARBITRATION EITHER PARTY HAS NOT

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FM USMISSION IAEA VIENNA

TO SECSTATE WASHDC 6102

INFO AMEMBASSY PARIS

AMEMBASSY SEOUL

AMEMBASSY TOKYO

USMISSION EC BRUSSELS

USERDA GERMANTOWN

C O N F I D E N T I A L SECTION 5 OF 5 IAEA VIENNA 5941

DESIGNATED AN ARBITRATOR, EITHER PARTY TO THE DISPUTE MAY REQUEST THE SECRETARY GENERAL OF THE UNITED NATIONS TO APPOINT AN ARBITRATOR. THE SAME PROCEDURE SHALL APPLY IF WITHIN THIRTY DAYS OF THE DESIGNATION OR APPOINTMENT OF THE SECOND ARBITRATOR, THE THIRD ARBITRATOR HAS NOT BEEN ELECTED; OR

(B) IF THE DISPUTE INVOLVES ALL THREE PARTIES TO THIS AGREEMENT, EACH PARTY SHALL DESIGNATE ONE ARBITRATOR, AND THE THREE ARBITRATORS SO DESIGNATED SHALL BE UNANIMOUS DECISION ELECT A FOURTH ARBITRATOR, WHO SHALL BE THE CHAIRMAN, AND A FIFTH ARBITRATOR, IF WITHIN THIRTY DAYS OF THE REQUEST FOR ARBITRATION ANY PARTY HAS NOT DESIGNATED AN ARBITRATOR, ANY PARTY MAY REQUEST THE SECRETARY GENERAL OF THE UNITED NATIONS TO APPOINT THE NECESSARY NUMBER OF ARBITRATORS. THE SAME PROCEDURE SHALL APPLY IF, WITHIN THIRTY DAYS OF THE DESIGNATION OR APPOINTMENT OF THE THIRD OF THE FIRST THREE ARBITRATORS, THE CHAIRMAN OF THE FIFTH ARBITRATOR HAS NOT BEEN ELECTED.

QUOTE A MAJORITY OF THE MEMBERS OF THE ARBITRAL TRIBUNAL SHALL
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CONSTITUTE A QUORUM, AND ALL DECISIONS SHALL BE MADE BY MAJORITY VOTE. THE ARBITRAL PROCEDURE SHALL BE FIXED BY THE TRIBUNAL. THE DECISIONS OF THE TRIBUNAL, INCLUDING ALL RULINGS CONCERNING ITS CONSTITUTION, PROCEDURE, JURISDICTION AND THE DEVISION OF THE EXPENSES OF ARBITRATION BETWEEN THE PARTIES SHALL BE BINDING ON ALL PARTIES. THE REMUNERATION OF THE ARBITRATORS SHALL BE DETERMINED ON THE SAME BASIS AS THAT OF AD HOC JUDGES OF THE INTERNATIONAL COURT OF JUSTICE.

QUOTE SECTION 25. DECISIONS OF THE BOARD CONCERNING THE IMPLEMENTATION OF THIS AGREEMENT, EXCEPT SUCH AS RELATE ONLY TO SECTION 22 AND 23, SHALL, IF THEY SO PROVIDE, BE GIVEN EFFECT IMMEDIATELY BY THE PARTIES, PENDING THE FINAL SETTLEMENT OF ANY DISPUTE.

QUOTE AMENDMENT, MODIFICATION, ENTRY INTO FORCE AND DURATION

QUOTE SECTION 26. THE PARTIES SHALL, AT THE REQUEST OF ANY ONE OF THEM, CONSULT ABOUT AMENDING THIS AGREEMENT. IF THE BOARD MODIFIES THE SAFEGUARDS DOCUMENT, OR THE SCOPE OF THE SAFEGUARDS SYSTEM, THIS AGREEMENT SHALL BE AMENDED IF THE GOVERNMENTS SO REQUEST TO TAKE ACCOUNT OF ANY OR ALL SUCH MODIFICATIONS. IF THE BOARD MODIFIES THE INSPECTORS DOCUMENT, THIS AGREEMENT SHALL BE AMENDED IF THE GOVERNMENTS SO REQUEST TO TAKE ACCOUNT OF ANY OR ALL SUCH MODIFICATIONS.

QUOTE SECTION 27. IF EITHER GOVERNMENT CONCLUDES WITH THE

AGENCY THE AGREEMENT REFERRED TO IN ARTICLE III, PARAGRAPH 4 OF THE TREATY ON THE NON-PROLIFERATION OF NUCLEAR WEAPONS OR ANY SIMILAR AGREEMENT ACCEPTABLE TO THE OTHER GOVERNMENT, SUCH AGREEMENT SHALL, SO LONG AS IT REMAINS IN EFFECT, SUSPEND THE APPLICATION OF SAFEGUARDS UNDER THIS AGREEMENT, IN SO FAR AS THAT GOVERNMENT IS CONCERNED.

QUOTE SECTION 28. THIS AGREEMENT SHALL ENTER INTO FORCE UPON SIGNATURE BY OR FOR THE DIRECTOR GENERAL OF THE AGENCY AND BY THE AUTHORIZED REPRESENTATIVE OF EACH GOVERNMENT.

QUOTE SECTION 29. THIS AGREEMENT SHALL REMAIN IN FORCE, SUBJECT TO SECTION 30, UNTIL SAFEGUARDS HAVE BEEN TERMINATED ON:

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(A) NUCLEAR MATERIAL AND FACILITIES, SPECIFIED EQUIPMENT AND MATERIAL SUPPLIED BY THE FRENCH REPUBLIC;

(B) NUCLEAR FACILITIES AND SPECIFIED EQUIPMENT WHICH ARE DESIGNED, CONSTRUCTED OR OPERATED ON THE BASIS OF OR BY THE USE OF SPECIFIED INFORMATION SUPPLIED BY THE FRENCH REPUBLIC; AND

(C) SPECIAL FISSIONABLE OR OTHER NUCLEAR MATERIAL, INCLUDING SUBSEQUENT GENERATIONS OF SPECIAL FISSIONABLE MATERIAL, WHICH HAS BEEN PRODUCED, PROCESSED OR USED ON THE BASIS OF OR BY THE USE OF ANY ITEM REFERRED TO IN (A) AND (B) ABOVE OR ANY SPECIFIED INFORMATION SUPPLIED BY THE FRENCH REPUBLIC.

QUOTE SECTION 30. IF AFTER SAFEGUARDS HAVE BEEN TERMINATED PURSUANT TO SECTION 29, THE REPUBLIC OF KOREA DECIDES TO CONSTRUCT A NUCLEAR FACILITY ON THE BASIS OF OR BY THE USE OF SPECIFIED INFORMATION SUPPLIED BY FRANCE, THE PRESENT AGREEMENT SHALL FORTHWITH BE REINSTATED.

QUOTE DONE IN VIENNA, THIS -----DAY OF -----, 1975, IN TRIPLICATE IN THE ENGLISH AND FRENCH LANGUAGES, THE EXTS IN BOTH LANGUAGES BEING EQUALLY AUTHENTIC. END QUOTE.LABOWTIZ

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Message Attributes

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